

## **PART I - SECTION C**

### **SCOPE OF WORK**

#### **C.1 SCOPE OF WORK**

The contractor shall provide Commercial Communications Services for the Mike Monroney Aeronautical Center (MMAC) in accordance with the terms, conditions and provisions set forth herein and in the attached Statement of Work (SOW), at Section J, Attachment 1. The contractor shall be paid for services performed in accordance with Part I – Section B, Supplies or Services and Price/Cost.

#### **C.2 DEFINITIONS**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) “Common Carrier” means any entity engaged in the business of providing telecommunications services, which are regulated by the Federal Communications Commission or other Governmental body.

(b) “Noncommon Carrier” means any entity other than a common carrier offering telecommunications facilities, services, or equipment for lease.

(c) “Special Service” normally involves a common carrier providing a special service or facility related to the performance of the basic telecommunications service requirements. This may include (i) moving or relocating equipment, (ii) providing temporary facilities, (iii) expediting provisioning of facilities, or (iv) providing specially constructed channel facilities to meet Government requirements.

(d) “Tariffed service” is a service furnished by a carrier subject to regulation by an appropriate governmental regulatory authority. A “tariff” is a document, which lists the communications services, furnished by a carrier, together with a schedule of rates, charges, and related regulations. However, where provided for in some regulatory jurisdictions, a tariff may provide for the conditions under which special services or special assemblies are furnished in accordance with the tariff regulations without a filed schedule of rates and charges. A tariffed service may be either of the following:

(1) A service for which the rate or charge is “set by law” or regulation. The rate or charge is “set” when the tariff filing specifies the total obligation the customer (Government) incurs in fixed monetary terms, at the time the tariff is accepted by the regulatory authority. Subsequent revisions occur, on a prospective basis, when filed with and accepted by the regulatory authority.

(e) “Telecommunications services” means the services acquired, whether by lease or contract, to meet the Governments telecommunication needs. The term includes the telecommunications facilities and equipment necessary to provide such services.

#### **C.3 PUBLIC UTILITIES COMMISSION AUTHORIZATION**

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State having jurisdiction over the particular site as said Commission may, from time to time, direct in the exercise of its jurisdiction. Any resultant contract shall not become effective until authorization of the Public Utilities Commission of the State having jurisdiction over the particular site is first obtained.

#### **C.4 PRICE ADJUSTMENT**

(a) All pricing for this acquisition is firm-fixed pricing. A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor’s cost experience. However, the contractor may request an adjustment in prices based on regulated changes.

(b) The contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this contract.

(c) Offerors are instructed to identify charges, which are subject to regulated charges, by placing an asterisk by the contract line items in Section B, Supplies or Services and Prices/Cost that regulated pricing applies to and provide supporting documentation. A notation will be made in Section B that all contract line items marked with an asterisk are subject to be changed based solely on changes in regulated charges.

(d) Contractor requests for adjustment under this clause must be submitted to the Contracting Officer in writing no later than 20 calendar days after receiving notification of regulated changes.

## **C.5 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (SEP 2001) CLA.4548**

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

### **PART I - SECTION D PACKAGING AND MARKING**

**Not Applicable**

### **PART I - SECTION E INSPECTION AND ACCEPTANCE**

#### **E.1 INSPECTION AND ACCEPTANCE**

A Contracting Officer's Technical Representative (COTR) will be designated for the specific purpose of exercising general surveillance over the contract operation including contractor performance. Inspection and acceptance of the services performed under this contract shall be at destination, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, along with other termination points as shown in Section B.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.10.4-4 INSPECTION OF SERVICES— BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)****PART I - SECTION F  
DELIVERIES OR PERFORMANCE****F.1 DELIVERY SCHEDULE**

All deliverables shall be in accordance with the provisions set forth in the Statement of Work, Section J, Attachment 1.

**F.2 CUTOVER AND PERIOD OF PERFORMANCE**

This contract contemplates a cutover period beginning March 15, 2012, and ending not later than 45 days after award, followed by the basic period of performance beginning after acceptance of cut-over. The basic period of performance is followed by four 1-year option periods to be exercised at the sole discretion of the Government. In the event award is not made as anticipated, the Government may alter the cutover period, or the Government may reduce the basic contract period, and or/option contract periods.

**F.3 PLACE OF PERFORMANCE**

The principal place of performance shall be the Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, along with other termination points as shown in Section B.

**F.4 AUTHORIZED PERFORMANCE (JANUARY 1997)****CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.5 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JANUARY 1997) CLA.1137**

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

## **F.6 CONTRACT PERIOD (JANUARY 1997)**

**CLA.1604**

The effective period of this contract is one (1) year from date of award, or as may be extended by options issued hereunder.

## **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.2.2.8-3 DELIVERY OF EXCESS QUANTITIES (APRIL 1996)**

**3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)**

**3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)**

**3.10.1-24 NOTICE OF DELAY (FEBRUARY 2009)**

**3.11-34 F.O.B. DESTINATION (APRIL 1999)**

## **PART I - SECTION G CONTRACT ADMINISTRATION DATA**

## **G.1 OPTION TO EXTEND SERVICES (JANUARY 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

## **G.2 INVOICING PROCEDURES – GENERAL (JAN 2002) Revised**

**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for each month of performance of services, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-240)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) One copy to:

FAA, Mike Monroney Aeronautical Center  
Telecommunications Division (AMI-400)  
COTR, Cheryl Hixon, [Cheryl.hixon@faa.gov](mailto:Cheryl.hixon@faa.gov)

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.
- (4) All CLINs on the contract shall be itemized on the monthly invoice, in accordance with

Paragraph 3.4.2 of the Statement of Work.

### **G.3 INCREMENTAL FUNDING (JANUARY 1997)**

**CLA.2604**

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order.

(c) This clause becomes inoperative when the contract period is fully funded.

### **G.4 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JANUARY 2002)**

**CLA.4550**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

### **3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

## **PART I - SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 TRANSITION/CUTOVER**

(a) To ensure a smooth transition in the change of work effort from the current contractor, this contract contains a transition/cutover period, the purpose of which is to become familiar with FAA requirements and facilities.

(b) The contractor will be allowed access to the facilities to familiarize themselves with the current operations. Such access, however, must not interfere with the activities of current contract personnel. To preclude such interference, arrangements will be made with the Contracting Officer or the designated representative.

(c) At the beginning of full contract performance, the contractor shall assume responsibility for all tasks.

(d) Immediately following the contract award date, a period not to exceed 45 days will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner. This transition period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will include a time for transition of administrative processes from the current contract to the new contract.

(e) The FAA will provide a transition team, which will be used to provide technical and administrative orientation to contractor personnel, familiarize the contractor with required services, and provide other guidance and assistance as mutually determined necessary by the FAA and the contractor.

(f) The contractor is responsible for the transition of their personnel and the assumption of ongoing tasks during the transition period.

(g) The FAA's transition team will remain available to answer technical and administrative questions throughout the transition period. After this period, the contractor shall report and/or coordinate efforts in accordance with the SOW and the contract.

#### **H.2 PHASE-OUT**

In the event that the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services.

#### **H.3 ENVIRONMENTAL, SAFETY AND HEALTH (JULY 2008)**

**CLA.0090**

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and / or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy which states:

*"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment and the health and safety*

*of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:*

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

*Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment.”*

(4) The requirements of the MMAC Environmental Management System (EMS) which is modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set for in paragraph (a) (3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that the employees requiring unescorted access to the site have received the MMAC EMS Employee Awareness and MMAC General Employee Training. This training is available on-line at: [https://employees.faa.gov/employee\\_services/regcent\\_services/mmac/amp/env/mgt\\_system/](https://employees.faa.gov/employee_services/regcent_services/mmac/amp/env/mgt_system/).

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC EMS” included in Section K of this contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Health and Safety (OHS) Policy which states:

*“The Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the health and safety of our employees and neighbors. It is our policy to ensure that employees, students and visitors are provided with workplaces that are free from recognized hazards that may cause serious illness or injury. In keeping with this commitment; we will implement, maintain and continually improve our health and safety performance by utilizing a comprehensive Occupational Health and Safety Management System which:*

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks and implements controls*
- *Prevents injury and illness*
- *Establishes health and safety objectives*

*Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a healthy and safe work environment for employees, students and visitors.”*

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Government fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;

(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost work days, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days- away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirement stated in this Clause, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

#### **H.4 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)**

**CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 Contract Disputes, the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

#### **H.5 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)**

**CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.



**H.6 PERSONNEL AND SUPERVISION (OCTOBER 2006)****CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.7 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)****CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**PART II - SECTION I  
CONTRACT CLAUSES****I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)****CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

**I.2 LIABILITY INSURANCE (JANUARY 1997)****CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and California State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA-Mike Monroney Aeronautical Center  
 NAS Automation & Facilities Contract Management  
 Team (AMQ-240)  
 P. O. Box 25082  
 Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

### **I.3 VEHICLE ACCESS TO AIRCRAFT RAMP/HANGAR AREA (JANUARY 1997) CLA.3401**

(a) Contractor vehicles, including vehicles of suppliers and subcontractors, entering the Aeronautical Center aircraft ramp/hangar area (defined as that area east of Duke Avenue where access is limited by security guard or locked doors/gates), must display a ramp permit. The Contracting Officer is generally responsible for issuing ramp permits to contractors; however, in certain situations, the Contracting Officer may direct the contractor to obtain such ramp permits directly from the Director of Airports through the Airport Police Department. Applications for ramp permits may be obtained from the Airport Police Department or the Security and Investigations Division, AMC-700. After completion of the application, it shall be taken to AMC-700 for approval prior to taking it to the Airport Police Department for issuance of the ramp permit.

(b) Ramp permits are issued subsequent to the Contracting Officer's receipt of a current certificate of insurance for vehicle liability, furnished by the contractor, as follows:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Bodily injury	\$200,000 for each person \$500,000 for each occurrence
Property damage	\$1,000,000 for each accident

(c) The policy of insurance shall contain the following statements:

(1) "The United States of America, acting by and through the Federal Aviation Administration, The City of Oklahoma City, and Oklahoma City Airport Trust, are additional insureds with respect to operations performed under this contract."

(2) "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."

(d) The address of the certificate holder shall be:

FAA, Office of Acquisition Services  
 NAS, A&F Acquisition Division  
 Contract Administration, AMQ-240  
 P.O. Box 25082  
 Oklahoma City, OK 73125

(e) In addition to (b) and (c) above, the contractor shall furnish to the Contracting Officer, at any time during the contract period, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

**3.2.1.5-4 CONTINUITY OF SERVICES - MISSION CRITICAL CONTRACTS (JANUARY 2008) Revised**

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued with minimal interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

Communication Services

(b) National Emergencies or Incidents of National Significance include:

- (1) Outbreak of pandemic influenza or infectious disease;
- (2) Terrorist attack; and
- (3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within 30 days after award, the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

(1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;

(2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;

(3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;

(4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;

(5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;

(6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;

(7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;

(8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;

(9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and

(10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of contract performance and operations to their normal state.

(e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.

(f) The Continuity of Contract Performance Plan must be updated as needed.

### **3.2.2.3-39 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER INFORMATION -MODIFICATIONS (JULY 2010)**

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

- (1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
- (2) For non-certified current cost or pricing data (CPD), a request for an exception to CCCPD.

You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

- (i) Information on an exception you received on earlier or repetitive acquisitions;
- (ii) Catalog price information including:
  - (A) A dated catalog with the prices;
  - (B) The applicable catalog pages; or
  - (C) A statement that the catalog is on file in the contracts office that will issue

this contract modification;

- (iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;
- (iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

- (v) The basis for the market price including:
  - (A) The source, date or period of the market quotation;
  - (B) Any other basis for the market price, the base amount, and applicable

discounts;

- (C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or
- (D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

#### CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [\*] are accurate, complete, and current as of [\*\*]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution [\*\*\* \_\_\_\_\_]

\*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

\*\* Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

\*\*\* Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

#### 3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the contracting officers at the Mike Monroney Aeronautical Center, FAA, Office of Acquisition Services. Such orders may be issued during the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum order quantities specified in the schedule, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the maximum order quantity as specified in the price schedule;

(2) Any order for a combination of items in excess of the total amount of the contract; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within

15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(e) Any order accepted pursuant to paragraph (d) for quantities in excess of the maximum order limitations described at paragraph (b)(1), and (2) of this clause, shall be delivered at the delivery time(s) established in the Delivery Schedule. Additionally, quantities in excess of those specified as the maximum order limitations and accepted by the contractor for delivery are not computed in determining the placement of any additional order(s) within the 30 days contemplated at paragraph (b)(3) of this clause.

### **3.2.4-19 REQUIREMENTS (OCTOBER 1996)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

### **3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (exclusive of any transition period).

### **3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)**

Funds are not presently available for performance under this contract beyond current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to

ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(A) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.3.1-36 AVAILABILITY OF FUNDS - OPTION PERIODS UNDER A CONTINUING RESOLUTION (APRIL 2008)**

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

### **3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (FEBRUARY 2011)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.



(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

### **3.8.2-11 CONTINUITY OF SERVICES (OCTOBER 2008)**

(a) The Contractor recognizes that the services under this contract are vital to the FAA and must be continued without interruption and that, upon contract expiration, a successor, either the FAA or another contractor, may continue them. The Contractor agrees to:

- (1) furnish phase-in training and
- (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor must, upon the CO's written notice:

- (1) furnish phase-in, phase-out services for up to 45 days after this contract expires and
- (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan must specify a training program and a date for transferring responsibilities for each division of work described in the plan, and must be subject to the CO's approval. The Contractor must provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor must allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor must also disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor must release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor must be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract.

### **3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APRIL 1996)**

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract:

- (1) Is proposed to exceed \$100,000; or
- (2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$100,000.

(c) The advance notification required by paragraph (b) above shall include-

- (1) A description of the supplies or services to be subcontracted;
- (2) Identification of the type of subcontract to be used;

- (3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;
- (4) The proposed subcontract price and the Contractor's cost or price analysis;
- (5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;
- (6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and
- (7) A negotiation memorandum reflecting-
  - (i) The principal elements of the subcontract price negotiations;
  - (ii) The most significant considerations controlling establishment of initial or revised prices;
  - (iii) The reason cost or pricing data were or were not required;
  - (iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;
  - (vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Government reserves the right to review the Contractor's purchasing system.

### **3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2008)**

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;

(4) Procedures for protecting against co-mingling of information with general contractor data system/files;

(5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;

(6) Procedures for the reproduction of subject material;

(7) Procedures for reporting unauthorized access; and

(8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

(1) FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).

(2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.

(3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.

(4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR ([www.ccr.gov](http://www.ccr.gov)) prior to seeking access to SUI through FedBizOpps.

(5) Instructions and guides on usage of FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)**

**3.1.7-4 ORGANIZATIONAL CONFLICTS OF INTEREST (FEBRUARY 2009)**

**3.2.2.3-29 INTEGRITY OF UNIT PRICES (JULY 2004)**

**3.2.2.3-33 ORDER OF PRECEDENCE (FEBRUARY 2009)**

**3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (MAY 2011)**

**3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APRIL 2008)**

**3.2.2.8-1 MATERIAL REQUIREMENT (APRIL 2009)**

**3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)**

**3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)**

**3.2.5-3 GRATUITIES OR GIFTS (JANUARY 1999)**

**3.2.5-4 CONTINGENT FEES (OCTOBER 1996)**

**3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 2010)**

**3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)**

**3.3.1-1 PAYMENTS (APRIL 1996)**

**3.3.1-4 PAYMENT UNDER COMMUNICATION SERVICE CONTRACTS WITH COMMON CARRIERS (APRIL 1996)**

**3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)**

**3.3.1-7 LIMITATION ON WITHHOLDING OF PAYMENTS (APRIL 1996)**

**3.3.1-8 EXTRAS (APRIL 1996)**

**3.3.1-9 INTEREST (SEPTEMBER 2009)**

**3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)**

**3.3.1-17 PROMPT PAYMENT (SEPTEMBER 2009)**

- 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (FEBRURY 2009)**
- 3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)**
- 3.4.1-10 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JULY 1996)**
- 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)**
- 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES--FIXED PRICE CONTRACT (APRIL 1996)**
- 3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)**
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)**
- 3.5-3 PATENT INDEMNITY (JANUARY 2009)**
- 3.5-3 PATENT INDEMNITY ALTRENATE III (JANUARY 2009)**
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (FEBRUARY 2009)**
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCTOBER 2010)**
- 3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APRIL 2011)**
- 3.6.2-2 CONVICT LABOR (APRIL 1996)**
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)**
- 3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (FEBRUARY 2011)**
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCTOBER 2010)**
- 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)**
- 3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (OCTOBER 2010)**
- 3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (APRIL 1996)**
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)**
- 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)**
- 3.6.3-11 TOXIC CHEMICAL RELEASE REPORTING (APRIL 2008)**
- 3.6.3-16 DRUG FREE WORKPLACE (FEBRUARY 2009)**
- 3.6.4-2 BUY AMERICAN ACT--SUPPLIES (JULY 2010)**
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JANUARY 2010)**
- 3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION (FEBRUARY 2011)**
- 3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (FEBRUARY 2009)**
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)**
- 3.9.1-1 CONTRACT DISPUTES (OCTOBER 2011)**
- 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)**
- 3.10.1-7 BANKRUPTCY (APRIL 1996)**
- 3.10.1-12 CHANGES—FIXED PRICE (APRIL 1996)**
- 3.10.1-12 CHANGES--FIXED-PRICE (ALTERNATE II) (APRIL 1996)**
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)**
- 3.10.1-26 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2011)**
- 3.10.2-5 COMPETITION IN SUBCONTRACTING (JANUARY 1998)**
- 3.10.5-1 PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT (APRIL 1996)**
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)**
- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)**
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)**

- 3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (FEBRUARY 2011)**
- 3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APRIL 2011)**
- 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)**

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

<u>ATTCH</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Statement of Work	12/2011	9
	Appendix A		6
	Appendix B		1
2	Service Contract Act Wage Determination No. 2005-2431, Rev. 15	6/13/2011	10
3	Operational Control Documents		
	AMI-OC-1.1-1 Biological	6/15/2011	2
	AMI-OC-4.1-1 Ergonomics	6/15/2011	2
	AMI-OC-8.1-1 Physical	6/15/2011	2
	AMI-OC-10.1-1 Respiratory	6/15/2011	2
	ESC-OC-5.1-1 Falls	4/8/2011	2

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOVEMBER 2000)      CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 517110.
- (2) The small business size standard is 1,500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION      CLA.4532**  
**(MARCH 1999)**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3 CERTIFICATION OF CONTRACTOR CONFORMANCE TO THE MMAC      CLA.4560**  
**ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) AND OCCUPATIONAL SAFETY AND**  
**HEALTH MANAGEMENT SYSTEM (OSHMS) (APRIL 2010)**

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS/OSHMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS/OSHMS as required by Clause 0090, Environmental, Safety, and Health.

Authorized Representative: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JULY 2004)**

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 120 calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
  - (1) The acceptance period stated in paragraph (c) of this provision; or
  - (2) Any longer acceptance period stated in paragraph (d) of this provision.

**3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

**3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

**3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

## (d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

## (e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JANUARY 2010)**

## (a) (1) The Offeror certifies, to the best of its knowledge and belief, that

## (i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

## (2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the



underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

### **3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**3.6.3-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (APRIL 2009)**

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution

Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

\_\_\_(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

\_\_\_(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

### **3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JULY 1996)**

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin


[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

### **3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN- CERTIFICATION (FEBRUARY 2011)**

(a) Definition.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business

enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

#### **3.2.2.3-3 AFFILIATED OFFERORS (JULY 2004)**

#### **3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCTOBER 1996)**

#### **3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCTOBER 2010)**

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 INSTRUCTIONS TO OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, **WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION** (Attachment L.1), which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**L.2 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN**

(a) The Offeror shall provide a detailed subcontracting plan that fulfills all requirements contained within AMS Clause 3.6.1-4 entitled: Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan. The Offeror will ensure their subcontracting plans fully address each of the eleven items listed in AMS Clause 3.6.1-4 as being required within an Offeror's subcontracting plan.

(b) At least forty-five (45) percent of the planned subcontract dollar value shall be allocated to small businesses including:

(1) At least ten (10) percent of the total planned subcontract dollar value shall be allocated to small disadvantaged businesses.

(2) At least five (5) percent of the planned subcontract dollar value shall be allocated to small women-owned businesses.

(3) At least three (3) percent of the total proposed subcontract dollar value shall be allocated to service disabled veterans owned businesses.

(c) These goals shall apply over the full life of the contract, including the base period and each exercised option period.

**L.3 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS**

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of technical proposals and cost/price proposals. Evaluations involved will permit the FAA to select an offer that submits the lowest priced offer among those offers that are determined to be technically acceptable.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

**L.4 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF SUBMITTALS**

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume should be submitted in an individual binder/folder.

**Table 1. Proposal Organization**

<u>Volume</u>	<u>Title</u>	<u>Copies</u>
I	Contract Documentation	1
*II	Technical Proposal	5
III	Cost/Price Information	2

\*No reference shall be made to prices/costs in Volume II.

**CAUTION: Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.**

(c) Common items for each volume are:

- (1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.
- (2) Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two (2) pages.
- (3) Single or double spacing (offeror's option)
- (4) Font: Times New Roman, no smaller than 11 point.
- (5) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
- (6) Volumes II and III shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.

(7) All volumes should be separately bound in three-ring, loose-leaf binders.

(d) Contract Documentation – Volume I. This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors' must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; and Section K, Representations and Certifications. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in the SIR/RFO Sections A through K. The FAA may consider offerors who take exception to the terms and conditions of SIR/RFO Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers. A completed Business Declaration Form (Attachment L.1) must be submitted with each proposal.

(e) Technical Proposal – Volume II – Technical proposals shall be submitted as separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. The technical proposal shall not include prices/costs or any pricing information.

(1) The technical proposal must be sufficiently detailed to enable technically-oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the offer meets the requirements and that the offered approach is valid and practical. For this reason, the technical proposal must be specific, detailed and complete so as to fully demonstrate that the offeror has a thorough understanding of the requirements and the technical problems inherent in providing the required services. Clear evidence of services previously demonstrated and currently in-place relating to the factors should be included in each evaluation area.

(2) Statements that the offeror understands, can, or will comply with all statements in the Statement of Work (SOW) and statements paraphrasing the SOW requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc. will be considered insufficient.

(3) Content is more important than quantity. The technical proposal is limited to no more than **50** pages, excluding past performance. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

(4) If any portion of the work is to be performed by a subcontractor, the proposal must provide rationale for subcontracting, how the specific subcontractor was determined [reference AMS 3.10.2-1, Subcontracts (Fixed-Price Contracts)], and the percentage of work to be performed by the subcontractor. The proposal must include supporting documentation describing each subcontractor's technical qualifications and detailed pricing information to support all subcontractor costs.

(f) Detailed Submission Requirements for the Technical Proposal. The following is a detailed description of the information to be submitted under each factor.

In preparing the proposal, emphasis should be placed on supplying complete information in the areas, which are set forth below and in Section M, Provision M.3, Technical Evaluation.

**Factor 1 – Organizational Experience**

**Factor 2 – Past Performance**

**Factor 3 – Comprehensive Billing**

(1) **Factor 1 – Organizational Experience.** Demonstrate the experience of the offeror and/or proposed team, including sub-contractors, on same/similar services to that described in the Statement of Work.

The Offeror shall complete a minimum of three (3), but no more than five (5), "Organizational Experience Information" forms (Attachment L.2) in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. All projects submitted must have been underway or completed with the last 3 years. At least two (2) of the projects provided must be valued at over **\$250,000**. If the Offeror does not have prior prime contracts to cite, then the Offeror may cite instances on which it has served as a primary subcontractor.

If any of the information required is not included in the form then the Offeror will be considered non-responsive and evaluated as unacceptable (NO GO).

(2) **Factor 2 – Past Performance.** Past performance will be evaluated based upon information received by the FAA from individuals and organizations that the vendor has identified as being familiar with the work ethic, standards, performance, billing and deliverables demonstrated through previous or ongoing contracts of a similar nature, including but not limited to, projects submitted under Factor 1, Organizational Experience. Past performance shall demonstrate ability to deliver quality services, demonstrate ability to achieve program objectives; provide clear and concise billing and demonstrate overall performance on similar services.

**CAUTION: Offerors are cautioned that the FAA may use the data provided by other sources in evaluating past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.**

(3) **Factor 3 – Comprehensive Billing.** The Offeror must provide sample billing to determine that the billing is both clear and concise, to include detailed breakdown of charges at the beginning of each quarter, quarterly tariff rate changes report and experience same/similar to Paragraph 3.4.2 of the Statement of Work.

(g) **Cost/Price Information – Volume III** (No page limitation.) Offerors shall submit two (2) printed copies of Section B, Supplies or Services and Prices/Cost, and two (2) hard copies of the Cost/Price information volume, as well as copies of Section B and Cost/Price information on a virus-free CD. Excluding intra-LATA (Local Access and Transport Areas) calls, unit prices shall be limited to two decimal places. To identify a Contract Line Item Number (CLIN) as Not Separately Priced, enter “NSP” in the unit price. To identify a CLIN as No Charge, enter “NC” in the unit price. (\$0.00 should not be used).

(1) Copies of Part I - Section B, Pricing Schedules should be included in Volume III, Cost/Price Information, as well as in Volume I.

(2) The Offeror shall provide a copy of the tariff page(s), which outline the payment terms and conditions, including late payment charges.

(3) Discounts. The Offeror shall provide a list of all discounts applicable to this SIR/RFO. Applicable discounts shall be binding upon the Awardee.

(i) Discount(s) offered must include a description of said discount(s) that is/are adequate enough for the Government to properly evaluate and consider.

(ii) Discount(s) offered that is/are subject to regulation must include the appropriate tariff or other regulatory reference number(s).

(iii) Discount(s) offered that is/are conditioned on achieving prospective or forecasted sales volumes, minimum or maximum quantities, guaranteed or forecasted consumption rates, guaranteed or variable ordering patterns, guaranteed or variable terms, and the like, which are predicated on an event uncertain, may at the Government’s sole discretion, not be considered; and

(iv) Discount(s) offered based on Government historical data will be at the offeror’s risk.

(4) If an Offeror has tiered or stepped pricing or wishes to propose more than one unit price for a stated item, only enter the highest tier/step price as the proposed unit price.

(5) If the discount offered is a “bottom-line” or an “across the board” discount based on a business decision, and not specific to any particular contract line item number (CLIN), the Government must have an understanding how this discount is applied in order to be considered.

(i) A sequential, by CLIN/Sub CLIN, narrative of price rationale shall be provided to support the basis for the Offeror’s proposal.

(ii) The Offeror shall state which CLINs/Sub CLINs reflect tariff pricing and which reflect contract pricing.

(iii) The narrative shall identify where NSP entries have been included.

(iv) The narrative shall state the actual time ranges for the peak-times listed in Part I - Section B, Supplies or Services and Price/Cost, if applicable.

(6) Electronic Media. All CD submitted shall have a label identifying the Offeror’s name, the SIR/RFO number, and date prepared. The outside of the package containing the disk must be labeled as containing electronic media to avoid magnetic field damage. Offerors shall ensure the diskette submitted with the proposal is identical to the printed copy. If a discrepancy exists between the information contained on the diskette and the hard copy, the information on hard copy will prevail.

(7) Pricing Considerations.

(i) Non-Recurring Prices. Per commercial practices, all non-recurring CLINS for activation of a service shall include deactivation costs. The successful Offeror shall provide a deactivation services at no additional cost to the Government for the length of this contract.

(ii) Recurring Prices. All administrative effort, customer service records, communication service records, maintenance, labor, tools, and test equipment associated with established or future expansion services are not separately priced but inherently part of the recurring CLIN prices.

(iii) Taxes, Fees, and Surcharges. The Offeror shall charge the federal Government only those taxes, fees and surcharges that are lawfully imposed, or permitted, and that the Offeror is allowed to receive recompense from, or by, the federal Government.



**L.5 PUBLIC UTILITIES COMMISSION AUTHORIZATION**

Offerors must provide a copy of their authorization letter from the Public Utilities Commission as required in clause C.3, Public Utilities Commission Authorization, with their proposal. This letter shall be included in Volume I, Contract Documentation.

**L.6 RELATIONSHIP BETWEEN SECTIONS L AND M**

Your attention is directed to the functional relationship between Sections L and M of this SIR/RFO. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

**L.7 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

**L.8 PROPOSAL ACCEPTANCE**

(a) Only one proposal from each offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

**L.9 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS CLA.4533 (JANUARY 1997)**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

**L.10 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)****CLA.4551**

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

### **3.2.4-1 TYPE OF CONTRACT (APRIL 1996)**

The FAA contemplates award of a Indefinite-Delivery/Requirements type contract with firm-fixed-unit prices contract resulting from this Screening Information Request.

### **3.8.2-9 MANDATORY SITE VISIT (APRIL 1996) Revised**

(a) Offerors or quoters are expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a dispute after contract award.

(b) A **MANDATORY** site visit has been scheduled for 10:00 a.m. CST, Monday, December 19, 2011, at the Mike Monroney Aeronautical Center, 6500 South MacArthur Blvd., Oklahoma City, OK. in Room 306 of the Multi-Purpose Building. The site visit will be held for the purpose of clarifying the requirement, permit general discussions regarding this Screening Information Request/Request for Offer (SIR/RFO), and a guided tour of the facility.

(c) Offerors are to submit the names of attendees (not to exceed three) to the Contracting Officer prior to December 16, 2011. If no responses are received from vendors concerning the site visit by this date, the site visit will be cancelled with no further notification to potential offerors. The following information should be submitted for each attendee:

- (1) Name of company represented
- (2) Name and title of representative(s)
- (3) Contact information; e.g. e-mail and phone number

(d) Offerors are required to submit any questions they may have regarding this requirement in writing to the Contracting Officer by 2:00 p.m. CST, December 14, 2011, so they can be placed on the agenda for discussion or so that a more definite response can be made. E-mail questions to [connie.m.houpt@faa.gov](mailto:connie.m.houpt@faa.gov). Questions received after that date, together with any questions generated at the conference, will be answered in writing as soon as possible following the conference.

(e) Information provided at this site visit shall not qualify the terms and conditions of the SIR/RFO and Statement of Work. Terms of the SIR/RFO and SOW remain unchanged unless the documents are amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of SIR/RFO amendments shall apply.

(f) A record of the site visit attendees shall be made and furnished to all prospective offerors. The record should also include questions received and answers.

**3.9.1-3 PROTEST (OCTOBER 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition

Federal Aviation Administration

800 Independence Ave., S.W.

Room 323

Washington, DC 20591

Telephone: (202) 267-3290

Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODR dispute resolution process for protests can be found on the ODR Website at <http://www.faa.gov>.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)**
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)**
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)**
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)**
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)**
- 3.2.2.3-16 RESTRICTION ON DISCLOSURE AND USE OF DATA (JULY 2004)**
- 3.2.2.3-17 PREPARING OFFERS (JULY 2004)**
- 3.2.2.3-18 PROSPECTIVE OFFERORS REQUESTS FOR EXPLANATION (FEBRUARY 2009)**
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)**
- 3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)**

## **PART IV - SECTION M EVALUATION FACTORS FOR AWARD**

### **M.1 INFORMATION AND CONSIDERATIONS AFFECTING VENDOR PROPOSAL SUBMISSIONS**

(a) This acquisition will employ best practices procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS).

(b) The FAA may communicate with one or more Offerors at any time during SIR/RFO process. Communications with one Offeror do not necessitate communications with other Offerors since communications will be Offeror-specific. Information determined to have common application and not considered prejudicial to any Offeror will be communicated to all Offerors.

(c) Offers will be evaluated and contract award made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors ("Low-Priced, Technically Acceptable"). Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using non-cost/price factors.

(d) An evaluation for acceptability will be performed on each proposal. The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, all technical factors in the proposal must be determined to be acceptable ("GO") and no technical factor can be determined unacceptable ("NO GO"). The failure of a proposal to meet the technical acceptability measures of any factor will result in a technically unacceptable rating ("NO GO") and preclude award to that offeror.

(e) Proposals may be eliminated if they are determined to be grossly deficient (i.e., the submittal does not represent a reasonable effort to address itself to all elements of the SIR/RFO or clearly demonstrates that the Offeror does not understand the requirements of the SIR/RFO) and the proposed cost/price are not considered reasonable.

(f) Each proposal will be evaluated on the basis of its written submissions and cost/price information described in Section L. Separate technical and cost/price proposals are required as described in Section L.

(g) All offers will be subjected to detailed technical evaluation by a team who will rate proposals in accordance with a pre-established evaluation plan.

(h) Technical proposals will be evaluated in accordance with pre-established evaluation criteria. These criteria are listed in this section. All factors are weighted equally under the Low-Price, Technically Acceptable evaluation method used for this SIR/RFO.

(i) Cost/Price proposals will be evaluated in accordance with Provision M.5 Price Evaluation.

(j) The price/cost evaluation team will not have access to technical proposals, and likewise, the technical evaluation team will not have access to price/cost proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other teams' proposals only as authorized by the Contracting Officer.

(k) Only one (1) offer that provides the lowest evaluated price of all proposals determined by the Government to meet or exceed the technical acceptability standards for non-cost factors will receive a contract award, so long as the proposal is otherwise acceptable for award (no conflicting terms and conditions, contract documents are completed properly, etc).

(1) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the RFO. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion.

(2) Additional information may be requested from one, some, or all offeror(s). The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price/cost.

## **M.2 SUMMARY OF OVERALL EVALUATION AND DOWN-SELECT PROCESS**

### **(a) Technical Evaluation.**

(1) Following a preliminary evaluation to determine if any proposals are grossly deficient the proposals submitted in accordance with SIR/RFO Section L will be evaluated by the Technical Evaluation Team (TET) against predetermined evaluation factors. Each proposal will be analyzed individually and independently to determine if the contractor met the objective standard for each evaluation factor. If the contractor meets or exceeds the standard, the contractor will receive a "GO" for this factor and the rationale documented. If the contractor fails to meet the standard, the contractor will receive a "NO GO" and the rationale for the failure will be annotated. The rationale for both "GO" and "NO GO" ratings must be documented in sufficient detail that it is clear whether or not the criteria standard was met using project descriptions, personnel qualifications, references names, etc., and will include proposal page numbers as possible to cross-reference.

(2) Consensus of all individual ratings will be completed after the individual technical review. The primary purpose of the consensus process is to reconcile opinions by focusing on the reasons for the disparities. The TET's rating for each factor must be reached by consensus, not by "averaging" or by vote. Each proposal will be analyzed by the TET to determine if the contractor met the objective standard for each evaluation factor. If the contractor meets or exceeds the standard, the contractor will receive a "GO" for this factor and the rationale documented. If the contractor fails to meet the standard, the contractor will receive a "NO GO" and the rationale for the failure will be annotated in detail as outlined above.

(b) Cost/Price Evaluation. The Cost/Price Evaluation Team will rank firms in order of price and provide an analysis as to the acceptability of the price, and will determine if the price is fair and reasonable through comparison with the Independent Government Estimate, other offerors submitting proposals for the same action and against industry standards. This team will determine the overall evaluated price of each offeror for the base contract period and all contract option periods. Results of this cost/price analysis are forwarded to the Source Selection Official (SSO) for the overall award determination.

## (c) Award Determination.

(1) Ratings of “GO” or “NO GO” are merely guides for decision making. The SSO is responsible for independently determining if the lowest-priced, technically acceptable firm has proposed a fair and reasonable price and is otherwise eligible for award. Trade-offs are not permitted.

(2) Documentation to support the award decision will generally consist of: (1) a final ranking of offers, based on an assessment of cost/price and acceptability of the technical proposal (“GO” or “NO GO”) against the evaluation criteria, and (2) a Source Selection Decision Document (SSDD). The documentation must explicitly justify the rationale for the acceptability of the proposal and that the successful offeror’s price is considered fair and reasonable to the Government.

**M.3 TECHNICAL EVALUATION**

The Technical Proposal will be evaluated based on the following evaluation criteria:

(a) Organizational Experience – Factor 1. The Government will review the project experience of the offeror, including subcontracts, on projects provided in response to Factor 1 using the “Organizational Experience Information” forms (Attachment L.2). Offerors must meet all of the following minimum acceptability standards to receive a “GO” on this factor:

- Offeror must have at least three (3) projects that are same/similar to that of the service found in this solicitation; **AND**
- At least two (2) of the projects submitted must be valued at over **\$250,000**; **AND**
- Projects submitted must have been completed, or underway, within the last 3 years.

Failure to demonstrate the minimally acceptability standards under this factor will result in a “NO GO” rating and elimination from further consideration for contract award.

(b) Past Performance – Factor 2. The Government will review all formal evaluations for projects submitted under Factor 1 and may use any/all other sources of past performance information for same/similar services, or other projects, available to the Government. The Government may contact points of contacts listed on the “Organizational Experience Information” forms submitted under Factor 1. Offerors must demonstrate the following minimum acceptability standards to receive a “GO” on this factor:

- All past or current references must recommend either hiring or using the offeror again for future service and/or reflect positive performance of the service requirements.

Failure to demonstrate the minimally acceptable criteria under this factor will result in a “NO GO” rating and elimination from further consideration for contract award. Offerors with no past performance information will receive a “NO GO” rating for this factor.

(c) Comprehensive Billing – Factor 3. The Government will review the sample billing provided in response to Factor 3. Offerors must demonstrate all of the following minimum acceptability standards to receive a “GO” on this factor.

The offeror must demonstrate in all billing that invoices are clear and concise, to include:

- Detailed breakdown of charges at the beginning of each quarter; **AND**
- Quarterly tariff rate changes report; **AND**
- Experience same/similar to Paragraph 3.4.2 of the Statement of Work for this contract.

Failure to demonstrate the minimally acceptability standards under this factor will result in a “NO GO” rating and elimination from further consideration for contract award.

**M.4 TECHNICAL EVALUATION TEAM**

Technical evaluators may include both Government and Non-Government employees.

## **M.5 PRICE EVALUATION**

(a) It is anticipated that proposed prices received resulting from this SIR/RFO will be determined fair and reasonable based on adequate price competition. The FAA will conduct a price analysis to determine price reasonableness based on competition. If reasonableness of price cannot be determined through adequate price competition or by other method(s) of price analysis, the FAA will evaluate additional information required to establish price reasonableness.

(1) Proposals, whether initial or revised submissions, which are unreasonably low or high may be eliminated from further competition on the grounds of the offeror's failure to comprehend contract requirements.

(2) Prices will be analyzed for reasonableness but will not be scored. They may also be analyzed to determine whether they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the information provided by the Offeror. Additionally, all offers will be analyzed for unbalanced pricing.

(b) The otherwise technically-acceptable, lowest-priced offeror may be required to confirm its price on either a CLIN, element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government's request and discretion.

(c) In the evaluation of offers received, the Offeror's proposal as submitted in Part I, Section B, Supplies or Services and Prices/Cost may be further adjusted, discounted, and extended by the Contracting Officer; in order to determine the most probable price of the successful Offeror.

(d) Multiplying the estimated quantity times the unit price in Section B and subtracting any applicable considered discounts would derive the Total Evaluated Price.

(e) Discount(s) may, at the Government's discretion, be considered after comparing the Government's estimated quantities over the term of the contract and the likelihood that such discounts may occur during the term of the contract.

(f) The Government will evaluate the discount(s) based only on the estimated or projected quantities stipulated in Section B.

(g) The lowest overall evaluated price, all factors considered, shall be used to determine the award of contract.

(h) All contract line item(s) will be evaluated for award.

(i) If the proposed discount is based upon monthly sales, the total price will be divided by the number of months in the contract before the monthly discount is calculated.

## **M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)**

**CLA.0250**

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

### **3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### **3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)**

A progress payments clause is not included in this screening information request, and will not be added to the resulting contract at the time of award. Submissions conditioned upon inclusion of a progress payment clause in the resulting contract will not be considered.